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## AGREEMENT BETWEEN

## EAST HARTFORD BOARD OF EDUCATION

AND

LOCAL 818 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2022 TO JUNE 30, 2025

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This Agreement is made and entered into by and between the East Hartford Board of Education (hereinafter referred to as the "Board") and Local 818 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-ClO (hereinafter referred to as the "Union").

# ARTICLE I UNION RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for non-certified supervisory employees of the East Hartford Board of Education, including the facilities maintenance manager, facilities operations manager, controller, network administrator, payroll manager, information technology manager, manager of central registration and PSIS, facilities safety and preparedness manager, program manager—out of school programs, program manager—family resource centers, head of building operations—EHHS CIBA—and excluding the supervisor of nursing.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, qualified handicap, political affiliation or union membership.

## ARTICLE II BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Fast Hartford in all its aspects, including but not limited to the following:

To maintain all public schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hartford, to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of work: to decide the methods, procedures and means of conducting the work; to select, hire and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them, to discharge or otherwise discipline any employee for just cause, to promote, transfer and layoff employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this

Remote work can be arranged at the sole discretion of the employee's supervisor. The supervisor's decision to allow remote work or not, including any decision to rescind the ability to work remotely, shall not be subject to the grievance procedure.

## ARTICLE III GRIEVANCE PROCEDURE

#### Section 3.1

A grievance shall mean a complaint by an employee or the Union that rights under the specific language of this agreement have been violated or that there has been a misinterpretation or misapplication of the specific provisions of this agreement.

#### Section 3.2

## Step I

A grievance shall be submitted to the employee's immediate supervisor. Such grievance will be presented in writing at this step of the grievance procedure. There must be set forth in the spaces provided all of the following:

- A. A statement of the grievance and the facts involved:
- B. The remedy requested: and
- C. The specific provision of the Agreement that is being claimed as a violation.

The employee's immediate supervisor shall meet with the employee and the Union representative together prior to making his her decision, but in any event must render his her decision in writing with copies to the employee and the Union within (10) workdays of such meeting.

#### Step 2

If the grievance is not satisfactorily resolved at Step 1, the grievance may be submitted in writing to the Superintendent or his her designated representative within ten (10) working days following the decision from Step 1. The Superintendent or his her designated representative shall meet with the employee and the Union Representative within ten (10) working days of receipt of the grievance and shall respond to the grievance within ten (10) working days following the meeting.

#### Step 3

If the grievance is not settled at Step 2 within the required time, the Union may submit such grievance to arbitration by the American Dispute Resolution Center. Notice of intention to

submit such grievance to arbitration must be in writing addressed to the Director of Human Resources, and must be made no later than thirty (30) calendar days following the decision of the Superintendent or his/her designated representative, or the expiration of the time limits for making such decision, whichever shall first occur. Arbitration by the American Dispute Resolution Center shall be in accordance with its administrative procedures, practices and rules. If designated by the Union in its notice of intent to arbitrate, the Union may request the services of a mediator prior to submitting the matter to arbitration, provided in no event may the case be submitted to arbitration later than thirty (30) days after the notice of intent to arbitrate unless otherwise mutually agreed.

The arbitrator shall hear and decide only one grievance in each case. He She shall be bound by and must comply with all of the terms of this Agreement. He She shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, except as otherwise provided by law. Fees and expenses, if any, of the arbitrator shall be borne equally by the Board and the Union.

#### Section 3.3

Any grievance, as defined above, not presented in writing for disposition through the grievance procedure set forth above within ten (10) working days of the occurrence of the condition giving rise thereto, or within ten (10) working days of his knowledge of its occurrence, whichever comes later, shall not thereafter be considered a grievance under this agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved. The time limits specified at any step may be extended in any particular instance by agreement between the Director of Human Resources and the Union.

## Section 3.4

No employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.

#### Section 3.5

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons specified under Step 2. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose.

#### Section 3.6

Failure of an employee or the Union to file a grievance within the time limits specified in the grievance procedure does not establish a precedent for settlement of any future grievance.

## ARTICLE IV <u>UNION RIGHTS</u>

#### Section 4.1

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the union, that the employee is no longer a member.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, the bargaining unit member will be directed to communicate such intent directly with the Union.

The Employer agrees to deduct from the pay of each employee who has signed an authorization to deduct membership dues or voluntary fees, a sum certified by the Secretary Treasurer of the Union as Union dues. Such deduction will be made each pay period, and the total deductions so made shall be mailed or electronically delivered to AFSCME Council 4 monthly. Such deduction shall continue for the duration of this Agreement and or any extension hereof unless otherwise notified by Council 4.

#### Section 4.2

The Board will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

#### Section 4.3

The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions or any action taken by the Employer in accordance with the terms of this Article or in reliance upon the authorization described herein. Once the funds collected by the Employer hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Employer shall have no further obligation, financial or otherwise, under Section 1 of this Article. The Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions but will make such efforts as it deems appropriate in correcting any such errors or omissions.

## Section 4.4

The Board agrees that there will be no lockout of any employee during the life of this Agreement. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the period of this Agreement or any extension thereof.

#### Section 4.5

Deductions shall be remitted to the AFSCME Council 4 not later than thirty (30) days after the end of the preceding month during which deductions were made.

#### Section 4.6

Once every one hundred and twenty (120) days, the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by bargaining unit: (1) name; (2) job title; (3) employee ID number; (4) worksite location; (5) work phone number; (6) hire date; (7) work email address; and (8) home address.

#### Section 4.7

All new hires which are represented by the bargaining unit, within thirty (30) days of their start date, shall be released from work, at a date and time approved by the employee's supervisor, for thirty (30) minutes without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

## Section 4.8

The Board shall provide the Union with copies of all personnel status changes pertaining to the bargaining unit.

## ARTICLE V SENIORITY

#### Section 5.1

The Board shall prepare a list of employees showing their seniority in the length of service, in classification, with the Board and deliver the same to the Union upon request of the Union President. Upon completion of their probationary period, new employees shall be added to this list. For the purpose of this Article seniority shall be defined as the length of continuous service with the Board in the bargaining unit since the last date of hire.

#### Section 5.2

An employee shall be considered a probationary employee for the first nine (9) months worked. Thereafter seniority in length of service shall be from date of hire. In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment nor for reemployment if laid off before the completion of their probationary period, but all other provisions of this Agreement shall apply. During such probationary period, layoff or discharge shall be left to the discretion of the Board, and the layoff or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

## Section 5.3

If it becomes necessary to eliminate a position in the bargaining unit, the Board shall first identify the classification to be affected. The following groupings shall apply for the purposes of bumping rights:

Group A	Payroll Manager
Group B	Manager of Central Registration and PSIS
Group	Facilities Operations Manager
<u>C</u>	Facilities Maintenance Manager Head of Building Operations EHHS CIBA
Group	Information Technology Manager
D	Network Administrator
Group E	Controller
Group F	Facilities Safety and Preparedness Manager
Group	Program Manager - Out of School Programs
G	Program Manager - Family Resource Centers

If an employee is slated to be laid off as a result of the elimination of a position, the employee shall have bumping rights as follows:

- 1. An employee may bump only a less senior employee within the same grouping from which he she is slated to be laid off. In no case may an employee bump from one grouping to another.
- 2. An employee may only bump into a position that is equal to or lower in pay than the position from which the employee is slated to be laid off.

3. In order to bump into a position, the employee must have the present ability to perform the duties of such position, with basic orientation but without training.

If there is no position into which an employee can bump in accordance with the provisions set forth above, then the employee shall be laid off.

#### Section 5.4

Employees laid off in accordance with the provisions set forth above shall have the right to be rehired in the event a vacancy occurs in the position originally held within twelve (12) months of the date of layoff.

#### Section 5.5

Prior to a Board decision to subcontract any portion of the work performed by employees covered hereunder which would result in the layoff of any members of the bargaining unit, the Union will be given written notice of such proposal and an opportunity to discuss the same with Administration. Any employee laid off as a result of a decision to subcontract shall be given two weeks' notice of termination. The Board will make reasonable efforts to assist any such laid off employee to find other employment which will permit unbroken insurance coverage.

#### Section 5.6

An employee shall lose his seniority rights under any of the following circumstances:

- A. If he she resigns:
- B. If he she is discharged for just cause:
- C. If he she has been laid off for lack of work and such layoff continues for more than two (2) years:
- D. If after layoff the Board issues a written notice of recall by certified mail to the employee's last known address, and the employee either fails to notify the Board within seven (7) calendar days of the date such notice is issued that he she intends to return, or fails to return to work within fourteen (14) calendar days after such notice is issued:
- E. If he she accepts a permanent appointment to a non-bargaining unit position, and such appointment exceeds six (6) months.

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## ARTICLE VI WAGES, HOURS, OVERTIME

#### Section 6.1

Wage and salary scales and classifications have been negotiated and are set forth on Schedule A attached hereto and hereby made a part of this Agreement.

#### Section 6.2

Members of the bargaining unit are expected to be available with reasonable regularity for calls as a result of problems arising in the schools after regular working hours. While they are not expected to be on call, they are expected to respond to calls unless they are not home at that particular time.

#### Section 6.3

Employees who are requested to use a privately owned automobile for conducting Board business shall be reimbursed once a month, after submitting a reimbursement request, for all mileage driven, at the LR.S. rate. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel. Payment will be monthly. The Board may request proof of minimum insurance coverage required by law.

#### Section 6.4

Any member of the bargaining unit who holds a Master's Degree in a field related to his her position, as determined by the Administration, shall receive a salary differential of three thousand dollars (\$3,000).

## ARTICLE VII HOLIDAYS

#### Section 7.1

The following holidays shall be observed as days off with full pay:

New Year's Day Indigenous Peoples' Day

Martin Luther King Day

Presidents' Day

Thanksgiving Day

Good Friday
Memorial Day

Day after Thanksgiving Day

Dayarbor 24th

Memorial Day December 24th Independence Day Christmas Day

Labor Day

If the Board of Education's adopted calendar includes Three King's Day as a holiday, then all bargaining unit members will be entitled to observe this holiday with pay.

#### Section 7.2

Holidays shall be celebrated in accordance with the Board's adopted calendar. In the event the Board's adopted school calendar does not recognize any of the above holidays as a paid day off, then the employee shall be provided the equivalent number of paid floating holidays to be used at his her discretion with the prior approval of the employee's supervisor.

#### Section 7.3

When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time agreeable to the employee and the Supervisor.

#### Section 7.4

Any unanticipated holiday or day of mourning declared by the Superintendent shall be granted to the members of this Bargaining Unit.

## Section 7.5

To be eligible for holiday pay, an employee must work the scheduled work day before and after the holiday. An employee who is on sick leave on either of such days must provide medical certification to receive holiday pay.

# ARTICLE VIII VACATIONS

#### Section 8.1

All employees covered by this Agreement shall earn vacation leave at current base rate of pay as follows:

- A. On July 1 of each year, fifteen days' vacation shall be granted from each July 1 to June 30. If an employee is hired after July 1, his her vacation will be prorated for that year. A new employee will be credited and eligible to use his or her prorated vacation days. Other employees shall receive fifteen days of vacation on July 1 for the upcoming year. Effective commencing on the July 1 prior to completion of five years of service, the employee shall receive one additional day for each additional year of service each year thereafter up to a maximum of twenty two (22) days per year. All vacation days must be used by September 30<sup>th</sup> of the following year or these unused days shall be forfeited. There is no accumulation of vacation days from one year to the next. Up to two (2) weeks of vacation credit to an employee for any year may be carried over until October 31 of the following year, but must be used in that period or it shall be forfeited unless additional time is authorized by the Superintendent.
- B. When the employee leaves employment due to retirement or resignation, and gives thirty (30) days written notice of separation, he she will be paid for all earned and unused vacation days. Vacation days will be prorated back to the last July 1 in the last year of employment. If the employee needs to leave employment for emergency reasons due to self illness, immediate family member's illness, or death, then thirty (30) days' notice is not required. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and also any relation who is domiciled in the employee's household.

#### Section 8.2

For the purposes of this Section, length of service is defined as total length of continuous service with the Board.

## Section 8.3

The vacation period will be set by mutual agreement between the employee and the employee's immediate supervisor, with approval by the Director of Human Resources. The best interests of the schools shall be the determining factor.

When an employee is separated from Board service or on a leave of absence without pay, for more than thirty (30) days he she shall be paid his her pro rata accumulated vacation leave and cease to accumulate any further leave. In the event of an employee's death, such payment shall

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be made to his/her surviving spouse, or if none, to his/her surviving children, or if none, to his/her estate.

#### Section 8.4

When an employee has no sick leave available, he/she may request to use vacation leave as sick leave.

# ARTICLE IX LEAVE PROVISIONS

#### Section 9.1

Each employee shall receive full pay for sickness at the rate of fifteen (15) days a year. These days are cumulative over a period of years, subject to a maximum accrual of 185 days. Accumulated sick leave will be determined on the basis of the employee's service with the Board since the most recent date of hire.

#### Section 9.2

Sick leave credits will not accumulate while the employee is absent from work on leave without pay for more than thirty (30) days. In the event the employee is absent from work on leave without pay for more than thirty (30) days, any sick leave credited on July 1st will be retroactively prorated based upon the number of days worked, excluding any time on leave without pay. If the employee already exhausted his her sick leave accruals, the deduction will occur from the employee's sick leave allotment the following July 1st.

#### Section 9.3

Sick leave may be used in the following cases:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine of the employee in accordance with the community health regulations.
- C. Illness, enforced quarantine, or physical incapacity in the employee's immediate family, up to a maximum of ten (10) days per year, unless FMLA paperwork is filed with and approved by Human Resources in which case the employee must continue to use all accrued sick and vacation leave.
- D. Marriage of a member of the employee's immediate family (not to exceed one (1) working day), celebration of religious holidays, and temporary absence for personal reasons limited to situations not under the control of the employee which makes such

absence from duty necessary, provided that no more than four (4) days per year may be used by an employee for the purposes described in this subsection D.

- E. For purposes of this section immediate family is defined as spouse, parents, grandparents, brother, sister, child of, stepchild or grandchild who is domiciled in the employee's household.
- F. Two days may be used each fiscal year with no reason required.

#### Section 9.4

In exceptional cases, the Board may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and must be signed by the employee when possible.

## Section 9.5

Whenever an employee shall be absent from work caused by an accident or injury that occurred while he she was engaged in the performance of his her duties, he she shall be compensated in accordance with the provisions of the Workers' Compensation Act.

#### Section 9.6

Any employee who is on leave of absence without pay shall not be paid for any holiday occurring during the period of such leave. Such leave will not be credited for the purpose of accruing sick leave, vacation time, or longevity pay except in the case of military leave under Section 9.9 and other authorized leaves of thirty (30) working days or less.

#### Section 9.7

There shall be no payout of accumulated sick leave to any employee.

#### Section 9.8 - Funeral Leave

Three (3) days special leave with full pay shall be granted for death in the immediate family of an employee. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law and also any relation who is domiciled in the employee's household. One (1) day special leave with full pay shall be granted for death of an aunt, uncle, niece, or nephew.

#### Section 9.9 - Military Leave

Employees shall be granted leave for the purpose of attending summer training camps not exceeding two (2) weeks for Reservists or National Guardsmen. During this period the employee shall be paid the difference, if any, between his her regular and military wage.

## Section 9.10 - Jury Duty

An employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for the portion of the day that he/she is absent from work for this reason less the fee paid with respect to such jury duty.

If an employee is called for jury duty during the period he/she is scheduled to be on vacation, he/she shall have the option to reschedule his/her vacation.

Employee shall reimburse the Board for any stipend received from court system for jury duty.

# Section 9.11 - Extended Leaves

The Board of Education may grant a leave of absence without pay for a period not to exceed one (1) year. Requests for such leave shall include a statement of the reasons therefore and of the length of leave requested. Employees on an extended leave of absence without pay as approved by the Board shall pay one hundred  $(100^{\circ}_{0})$  percent of the cost of continuing health insurance coverage during that leave.

## Section 9.12 - Union Leaves

- A. If negotiation meetings between the Board and the Union are scheduled during normal working hours of a school day, representatives of the Union shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.
- B. One (1) delegate shall be granted leave with full pay not to exceed a total of three (3) days per year to attend the State Convention.

## **MISCELLANEOUS**

## Section 9.13

Authorized leave of absence for thirty (30) working days or less will not be used as a basis of reducing employee benefits.

#### Section 9.14

Upon approval of the Superintendent, a leave of absence with pay may be granted for the purpose of the growth and development of an employee in his particular line of work.

# ARTICLE X INSURANCE AND PENSION

#### Section 10.1

The Board shall maintain a High Deductible Health Plan Health Savings Account ("HDHP Plan") as set forth in Appendix B. Enrollment in the insurance plan shall be subject to any and all eligibility requirements established by the insurance carrier and or plan administrator, at group rates subject to conditions imposed by the carriers, with such coverage to be paid by the employee through payroll deduction.

Effective July 1, 2022, the High Deductible Health Plan will include the following components:

- Pharmacy Edits and Preferred Generics
- Specialty Drug Management
- Incentive Preventive Rx Rider

Effective July 1, 2023, the High Deductible Health Plan will include the following components:

 American Imaging Management (AIM) Radiology Management for High Cost Diagnostics and Rehabilitative Services

The Board will not fund any portion of the deductible under the HDHP Plan.

The Board will also provide for all bargaining unit personnel and their enrolled dependents Blue Cross Full Service Dental Plan with riders A. B. C.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year.

Employees shall pay the following percentages of the premiums for the health and dental insurance coverage described in this section:

	HDHP Plan	Dental Plan
Effective July 1, 2022:	10.5° o	25.0° o
Effective July 1, 2023:	11.000	25.0° o
Effective July 1, 2024:	11.5° o	$25.0^{\circ}_{0}$

The Board will adopt an Internal Revenue Code Section 125 plan which allows employees to pay insurance contributions with pre-tax dollars.

#### Section 10.2

The Board shall provide and pay for a life insurance policy with a double indemnity provision for each employee equal to his/her salary rounded up to the next highest thousand dollars. For each retiree, the amount shall be \$3000 (\$1000 for those who retired prior to May 9, 1973).

#### Section 10.3

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and or to change administrators carriers plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

#### Section 10.4

The retirement plan in effect on the date of this Agreement including any improvements hereinafter made in the East Hartford Town Retirement Plan will be continued and will be made available to all eligible employees hired prior to January 1, 2006. Employees hired on or after January 1, 2006 shall participate in the Defined Contribution Plan for Full-Time Employees of the Town of East Hartford

#### Section 10.5

New employees shall not be eligible for insurance benefits until the ninetieth (90th) calendar day following the start date of their employment. The Director of Human Resources may waive this requirement.

#### Section 10.6

Bargaining unit employees who retire in accordance with the Town of East Hartford's defined benefit retirement plan on or after July 1, 2016 shall be eligible to continue their health insurance coverage under the health insurance plan(s) provided to active employees in the bargaining unit, as such plan(s) may change from time to time, provided the retiree shall pay the same percentage for individual coverage for the retiree as the percentage paid by active employees in the bargaining unit, as such percentage may change from time to time. The retiree will be responsible for the full premium cost for coverage under such plan(s) for eligible dependents.

## ARTICLE XI DISCIPLINARY PROCEDURE

## Section 11.1

All disciplinary action must be for just cause, and shall be applied in a fair manner. The penalty imposed shall be appropriate for the offense committed and the past record of the employee.

#### Section 11.2

Disciplinary action may consist of a written warning, suspension without pay, discharge or such other action as may be appropriate in the special circumstances. The Board shall give notice of any disciplinary action to the employee and to the Union President.

## Section 11.3

No service ratings or other evaluative material shall be added to an employee's official personnel file unless a copy of such material has been provided to the employee. The employee may prepare a written response to any such material, and upon the employee's request such response shall also be added to the employee's file. Service ratings or other evaluative material shall not be subject to the grievance procedure.

## ARTICLE XII SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated Article, Section, or portion thereof.

# ARTICLE XIII DURATION

#### Section 13.1

This Agreement shall become effective upon signing and shall remain in effect through June 30, 2025, and from year to year thereafter unless terminated or modified in accordance with the procedures set forth below.

#### Section 13.2

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party prior to the termination date specified above, in accordance with the applicable requirements of the Municipal Employee Relations Act.

#### Section 13.3

This Agreement constitutes and incorporates all known understandings between the parties and contains the full and complete documentation of all negotiable issues.

IN WITNESS WHEREOF, the parties hereto ha	ive set their hands this day of
Signed: Superintendent	FOR THE UNION  Signed: Staff Representative  Signed: President

## APPENDIX A

Classifications	7/1/2022 2.50%	7/1/2023 2.50%	$\frac{7/1/2024}{2.50\%}$	
Payroll Manager	\$81,661	\$83,702	\$85.795	
Manager of Central Registration & PSIS	\$80,833	\$82,853	\$84,925	
Facility Operations Manager	\$95,642	\$98.033	\$100,484	
Facility Maintenance Manager	\$95,642	\$98,033	\$100,484	
Head of Building Operations-EHHS CIBA Campus	\$84,720	\$86.838	\$89,009	
Network Administrator	\$97,725	\$100.168	\$102,672	
Information Technology Manager	\$112.163	\$114.967	\$117.841	
Controller	\$104,550	\$107,164	\$109.843	
Facilities Safety & Preparedness Manager	\$90.082	\$92,334	\$94.643	
Program Manager Out of School Programs	\$81,777	\$83.821	\$85,916	
Program Manager- Family Resource Centers	\$84,720	\$86,838	\$89,009	

## APPENDIX B

## HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network  Member pays:
Annual Deductible (single family)	\$2,00	00 \$4,000
Coinsurance	Not applicable	20%
Out of Pocket Maximum (Including Deductible) (single family)	\$4.000 \$8,000	\$4,000 \$8,000
I ifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Cover	red Services	Onnmited
PREVENTIVE CARE	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annua Deductible
Well child care	No cost share	Member pays:
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:	The Disk Miller	Deductible & Coinsurance
		-
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Varcinations (other than those needed for travel)	No cost share	Deductible & Comsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	
Specialty Hospital	12 COLC HOIL	Deductible & Coinsurance
100 days per member per Calendar Year additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Comsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
Ingh Cost Diagnostic Tests		Deductible & Coinsurance
MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	- Seasonore of Comsurance
THERAPY SERVICES		1
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical. Occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is	Deducuble	Deductible & Coinsurance
net, subject to Out of Network cost shares.		

F	In-Network	Out-of-Network
	Member pays:	Member pays:
COST SHARE PROVISIONS		
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections - Immunotherapy or other	Deductible	Deductible & Coinsurance
therapy treatments		!
MEDICAL EMERGENCY/URGENT CARE SER	VICES	
Emergency Room Treatment	Deductible	Deductible & Coinsurance
Emergency cost share waive if the Member is		
admitted directly to the Hospital from the		
emergency room		
Ambulance- Land & Air: Paid according to the	Deductible	Deductible & Coinsurance
Department of Public Health Ambulance Service Rate Schedule		
PHYSICIAN MEDICAL/SURGICAL SERVICES Medical Office Visits		
71-7	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
medical office visit.		
	In-Network After Annual	Out-of-Network After Annual
	Deductible	Deductible
MENTAL HEALTH AND SUBSTANCE ABUSE	Member pays:	Member pays:
Outpatient Treatment for Mental Health Care	Deductible	D 1 21 0 0
and Substance Abuse Care	Deduction	Deductible & Coinsurance
Inpatient Hospital Services		
In a Hospital or Residential Treatment Center for	Deductible	Deductible & Comsurance
Mental Health Care		rocade time de Comsurance
	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for	Deductible	Deductible & Coinsurance
Substance Abuse Care	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility		
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES	Deductible  Deductible	
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility Up to 120 days per Calendar Year		Deductible & Coinsurance  Deductible & Coinsurance  Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility Up to 120 days per Calendar Year  Private Duty Nursing	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible Deductible	Deductible & Coinsurance  Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility Up to 120 days per Calendar Year  Private Duty Nursing Limited to \$15,000 per Pian Year	Deductible	Deductible & Coinsurance
Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility OTHER MEDICAL SERVICES Skilled Nursing Facility Up to 120 days per Calendar Year  Private Duty Nursing	Deductible Deductible	Deductible & Coinsurance  Deductible & Coinsurance

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Prescription Drugs  Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Deductible	Deductible & Coinsurance
Diabetic equipment, drugs, and supplies.  Mail Order Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 90 day supply	Deductible	Deductible & Coinsurance
Drabette equipment, drugs, and supplies.		

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Prescription drugs -after deductible	Retail (30 day supply)	Deductible & Coinsurance
(when purchased from network pharmacy)	\$10 Tier I co payment	Per prescription
	\$25 Tier 2 co payment	
!	\$40 Tier 3 co payment	
	Mail Order (90) day supply)	Deductible & Coinsurance
	\$10 Tier 1 co payment	Per prescription
	\$50 Tier 2 co payment	or preseripment
	\$80 Tier 3 co payment	
Pharmacy Management and Edits	Quantity limits	
	Step Therapy	
	Prior Authorization	
	Preferred Generics	
	Specialty Drug Management	
	at the same of the	
Preventive Drug Rider		
Anthem Preventive Drug List Human Organ and Tissue Transplant	No cost	No Deductible & Coinsurance
Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care	Deductible	Deductible & Coinsurance
Nursing and therapeutic services limited to 200		l and the second second
visits per calendar year		
	Deductible	Deductible & Coinsurance
Home health aide services limited to 80 visits that are (applicable to the 200 visit limit)		
and the control of the control of the thint	Deductible	Deductible & Coinsurance
In the Home Hospice Medical Social Services	Octuent.	
under the direction of a Physician Up to \$420		
Infusion Therapy		
Inlimited lifetime maximum	Deducuble	Deductible & Comsurance
Durable Medical Equipment and Prosthetic Devices	Deductible	Deductible & Coinsurance
Hearing Aid Coverage	Deduction	Deductiole & Comsurance
Available for dependent children age 12 years and under		
with a maximum of \$1,000 within a we year period		
Diabetic equipment and supplies		
Ostom, Related Services	Deductible	Deductible & Coinsurance
	D care delle	Peduction of Columnation

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Hospice Care ( Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		Seddenble & Comsurance
Specialized Formula	Deductible	Dedustible 8. C.
Infertility Services - covered only to the levels pursuant to State of CT mandate	Deductible	Deductible & Coinsurance Deductible & Coinsurance
Office Visits		
Outpatient Hospital		
Inpatient Hospital		ļ
Infertility Drugs I he maximum supply of a drug for which benefits will provided when dispensed under any one		
prescription is 30 day supply		
Maternity	Deductible	Deductible & Coinsurance

# Dependent Maximum age is 26 years.

## Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year
- Home health care services are limited to 200 visits per calendar year
- Inpatient rehabilitative services limited to 100 days per member per calendar year
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year
- Inpatient hospitalizations require authorizations.
- American Imaging Management (AIM) to be effective July 1, 2023

Radiology Management

Rehabilitative Management

For a complete list of exclusions and limitations, please reference your Certificate of Coverage

This does not constitute your health plan or insurance policy. It is only a general description of the plan.